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TA / 4870

Collective Bargaining Agreement

between the

Dansville Central School District

and the

Dansville Teachers' Association

July 1, 2004 – June 30, 2009

RECEIVED

DEC 19 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

This agreement is made and entered into this 11 day of March, 2005 and between the Board of Education of the Dansville Central School District (hereinafter referred to as the "Board") and the Dansville Teachers' Association (hereinafter referred to as the "Association").

The Board and the Association recognize that the Board is the locally constituted body responsible for policy enactment under the laws of the state of New York and that this responsibility which has been vested in the Board by the voters of the School District cannot be delegated, negotiated or reduced.

ARTICLE I

RECOGNITION

The Board does hereby recognize the Association as the exclusive negotiating representative for the employees in said unit, pursuant to the provisions of the Public Employees' Fair Employment Law, Article 14 of the Civil Service Law of the state of New York.

The negotiating unit will include all certified personnel employed by the Dansville Central School District, including classroom teachers, teaching assistants, school counselors, teacher leaders, nurses, psychologists, librarians, social workers, and all other employees occupying positions normally requiring certification, whether certified or not; except that it will not include principals, assistant principals, the Superintendent of Schools, Business Agent or other employees holding full-time administrative or supervisory positions, whether certified or not.

As exclusive negotiating agent the Association agrees that it will accept into voluntary membership all employees in the unit, as defined, without regard to race, color, creed, national origin, sex or marital status, or previous affiliation with other teachers' organizations. The Board agrees that it will not negotiate with any other organization relative to the employees in the unit defined above, other than the Association for the duration of this Agreement. This recognition will remain in full force and effect for the maximum period defined in Section 208, item 2 of the Law.

ARTICLE II – MANAGEMENT RIGHTS

The Board reserves the right to manage the business of the district, the use of its buildings and to direct the teachers in the discharge of their duties. The above rights of management are not all-inclusive but indicate the type of matters and rights which belong to and are inherent rights of the Board. In the exercise of these rights, the Board shall observe all provisions of this agreement.

ARTICLE III

WORK DAY, WORK LOAD, WORK YEAR

A. WORK DAY

1. The unit member work day will be seven and one half (7 ½) hours. The starting and ending times will be determined by the Superintendent of Schools. Lunch periods for all unit members will not be less than thirty (30) minutes.
2. Unit members will attend two (2) meetings per month scheduled by the building administrator. These meetings may extend beyond the stipulated hours, but no longer than one hour.

3. Teachers will also attend events as traditional (e.g. Open House and Parent Conferences).

All other extensions of the school day will be subject to the professional needs of the unit members and voluntary to that extent.

4. The District and the Association encourage teachers to establish close working relations with parents. To that end, the District will support parent conferences in the following ways:

- a. A minimum of four (4) afternoon or evening conferences with half-day teacher release time.
- b. Conferences during the school day by mutual agreement with coverage arranged by the building administrator or designee.
- c. Other methods of conferencing as approved by the Superintendent.

When conferences are coupled with half-day release time, children will be dismissed by 11:30 am.

5. Teacher leaders and/or paid supervisory positions must attend required meetings which may occur outside the hours stipulated in Section 1.

B. WORK LOAD.

1. Class and teaching load:

- a. The Board will review, with input from the teachers involved and the association, class size/load when the following occurs:

Pre-K- 5 class size of 25 or more;

6-12 academic subjects (not including special area subjects) class load of 125 or more per day.

- b. The normal teaching load in grades 6-12 will be five (5) classes. Teachers in grades 6-12 who teach six classes will not be given any extra duty assignments. Academic Intervention Services (AIS) is considered a class.
 - c. Teachers will be notified in writing as early as possible of any new or additional classes that are being assigned.
- 2. Teachers who volunteer to supervise the cafeteria will not be required to teach more than five (5) classes or be given any other supervisory duties (annual basis). If there are not sufficient volunteers, teachers will be assigned cafeteria duty on a rotating basis, so that no teacher will be required to do cafeteria duty two years in a row unless the teacher volunteers.
- 3. Planning time will be as follows:
 - a. Pre-K through grade 5 teachers, except counselors, librarians, and psychologists, will have a minimum of 200 minutes per week of preparation time. The District will make reasonable attempts to provide a minimum of forty (40) minutes daily.
 - b. Grades 6 through 8 teachers, except counselors, librarians, and psychologists, will have a minimum of 200 minutes per week, equalized as much as possible on a daily basis.
 - c. High school teachers, except counselors, librarians, and psychologists, will have one preparation period daily.
- 4. No teacher will be assigned to in-school suspension.
- 5. All teachers will be required to plan their work in advance and written evidence of their lesson plan will be made available to the administration in accordance with existing building policy.

6. Temporary coverage caused by administrative action and absences about which the administration has received notice, will be covered by a substitute except if the condition arises where no substitute can be found. The district will not use classroom teachers as substitutes in other than emergency situations. In true emergency situations where no advance notice is known to the administration, the teachers will agree to provide coverage as well as agreeing to provide such coverage on an occasional basis. Where full time teachers are assigned substitute duties in other than emergency situations, they will be compensated at the prevailing per diem or hourly substitute rate of pay for the District.

C. WORK YEAR.

1. The unit member work year will consist of 185 days and will be consistent with the beginning and end of the BOCES calendar. In March of each year, the Superintendent and DTA President will meet to discuss the calendar for the next school year. The Association's input will be provided to the Board prior to adoption of the calendar.
2. Unit members will not be required to attend school when it is closed for inclement weather.
3. At least one-half of the first day of school will be designated for independent research work. At the end of the first semester, a conference day will be scheduled and teacher attendance at any scheduled programs will be voluntary. Teachers will be required to be present during regular school hours. Any workshop established on this day will be by joint agreement of the Administration and the Dansville Teachers' Association.
4. If the District has met all requirements, one or more days within the final week will be scheduled for half or full days for the Pre-K through 8 grades. Building administrators may schedule necessary grade level or building meetings but not in-service. This time is for use by teachers to complete end-of-year duties.

ARTICLE IV

RATES OF PAY AND FRINGE BENEFITS

- A. It is agreed that salaries and fringe benefits during the term of this agreement will be in accordance with the schedules and other provisions which are outlined and are considered part of this Agreement.
- B. SALARIES. BS salary schedule – 4.5% increase for 04-05 and 05-06, 4.25% increase for 06-07 and 07-08, and 4% increase for 08-09.

Step	2004-05	2005-06	2006-07	2007-08	2008-09
1	32400	33700	34530	35400	36200
2	33009	34390	35132	35997	36816
3	33661	35000	35852	36625	37437
4	34095	35655	36488	37375	38090
5	34686	36088	37170	38038	38870
6	35391	36679	37622	38750	39560
7	36093	37384	38238	39220	40300
8	36913	38086	38973	39863	40789
9	37734	38905	39705	40629	41458
10	38648	39727	40558	41392	42254
11	39517	40640	41415	42260	43048
12	40312	41510	42367	43175	43950
13	41288	42305	43274	44165	44902

All teachers beyond Step 13 of the above schedule will receive an average of 4.5% for 04-05, 4.5% for 05-06, 4.25% for 06-07, 4.25% for 07-08, and 4% for 08-09. (Specific step amounts agreed upon.)

C. GRADUATE STUDY.

- 1) Payment for graduate study will be \$62.00 in 04-05 and 05-06, \$64.65 in 06-07, \$67.40 for 07-08 and \$70.10 in 08-09 will be paid for each approved graduate study hour.
- 2) \$775.00 in 04-05 and 05-06, \$800 in 05-06, \$834 in 06-07 and 07-08, and \$867 in 08-09 will be paid for an approved Master's Degree.
- 3) Effective July 1, 2002 those teachers employed by the Dansville Central School District will have the option to have the District pay for approved graduate courses at the rate charged by SUNY Geneseo up to a maximum of 36 hours. Courses paid for by the District will not be eligible for ongoing salary credit.

D. LONGEVITY. After fifteen (15) years of continuous service with the District, unit members will receive a \$200 longevity stipend annually.

E. TUTORING. Tutors hired by the District will be paid \$20/hour in 04-05, \$21/hour in 05-06, \$22/hour in 06-07, \$23/hour in 07-08, and \$24/hour in 08-09.

F. ALTERNATIVE EDUCATION. The salary for the alternative education program shall be an hourly rate of \$24.50 for 04-05, \$25.60 for 05-06, \$26.70 for 06-07, \$27.85 for 07-08, and \$29.00 for 08-09.

G. TEACHING ASSISTANTS. Teaching Assistants' salary will be 55% of the salary schedule for teachers, with steps equal to years of service (salary and benefits for part-time teaching assistants will be prorated on teachers' salary schedule). Credit hours will be paid at the undergraduate rate.

They will be classified as full-time employees for retirement purposes. Teaching assistants will only be used in the computer labs and be under the direction of the technology coordinator.

An annual review/evaluation will be done by the appropriate administrator. Teaching assistants will only be used in a manner consistent with the Commissioner's Regulations (Part 80). Teaching assistants will not be used to replace certified teachers. Teaching assistants will be eligible for salary credit for those approved courses that are related to their job responsibilities.

Teaching assistants will receive additional compensation based upon the following levels:

<u>Levels</u>	<u>Qualifications</u>	<u>Additional compensation</u>
<u>Level I</u>	<ul style="list-style-type: none"> high school diploma or equivalent pass communication and quantitative skills test 	None
<u>Level II</u>	<ul style="list-style-type: none"> high school diploma or equivalent pass communication and quantitative skills test 6 semester hours of collegiate study in the area of education and/or computer science 	\$200
<u>Level III</u>	<ul style="list-style-type: none"> high school diploma or equivalent pass communication and quantitative skills test 18 semester hours of collegiate study in the area of education and/or computer science Work for 1 year at Level I or II continually valid with 75 documented hours of professional development every 5 years 	\$300
<u>Level IV</u>	<ul style="list-style-type: none"> high school diploma or equivalent pass communication and quantitative skills test 18 semester hours of collegiate study in the area of education and/or computer science matriculation in teacher preparation program Work for 1 year at Level I, II or III continually valid with 75 documented hours of professional development every 5 years may be renewed if individual has taken 30 semester hours in the previous 5 year period 	\$400

H. NURSES. The salary for nurses will be 80% of the teachers' salary schedule, with steps equal to years of service for the nurses who do not have a bachelor's degree, 90% for nurses

who have a bachelor's degree. An annual review/evaluation will be done by the appropriate building administrator. Nurses will work the same calendar as teachers and any additional days will be paid on a per diem basis.

I. EXTRACURRICULAR PAY

1. Coaching. The base for all coaching positions for 2004-05 shall be \$3,159; for 2005-06 \$3,301, for 2006-07 \$3,441, for 2007-08 \$3,587, and for 2008-09 \$3,730. Columns A, B, C, D, E and F shall be based upon years of coaching experience at Dansville Central School. If a team or activity exists (i.e., is active), then the corresponding coaching positions will be filled during the school year.

2004-05

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
100%	3159	3476	3793	4108	4423	4739
90%	2843	3128	3414	3697	3981	4265
80%	2527	2781	3034	3286	3538	3791
70%	2211	2433	2655	2876	3096	3317
60%	1895	2086	2276	2465	2654	2843
50%	1580	1738	1897	2054	2212	2370

2005-06

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
100%	3301	3632	3964	4293	4622	4952
90%	2971	3269	3568	3864	4160	4457
80%	2641	2906	3171	3434	3698	3962
70%	2311	2542	2775	3005	3235	3466
60%	1981	2179	2378	2576	2773	2971
50%	1651	1816	1982	2147	2311	2476

2006-07

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
100%	3441	3786	4132	4475	4818	5162
90%	3097	3407	3719	4028	4336	4646
80%	2753	3029	3306	3580	3854	4130
70%	2409	2650	2892	3133	3373	3613
60%	2065	2272	2479	2685	2891	3097
50%	1721	1893	2066	2238	2409	2581

2007-08

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
100%	3587	3947	4308	4665	5023	5381
90%	3228	3552	3877	4199	4521	4843
80%	2870	3158	3446	3732	4018	4305
70%	2511	2763	3016	3266	3516	3767
60%	2152	2368	2585	2799	3014	3229
50%	1794	1974	2154	2333	2512	2691

2008-09

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
100%	3730	4105	4480	4852	5224	5596
90%	3357	3695	4032	4367	4702	5036
80%	2984	3284	3584	3882	4179	4477
70%	2611	2874	3136	3396	3657	3917
60%	2238	2463	2688	2911	3134	3358
50%	1865	2053	2240	2426	2612	2798

@100%:

Varsity Football – head coach

Varsity Basketball – head coach - boys and girls

Varsity Swimming – head coach - boys

Varsity Wrestling – head coach

@90%:

Varsity Soccer – head coach – boys and girls
Varsity Volleyball – head coach
Varsity Cross Country – head coach
Varsity Swimming – head coach - girls
Wrestling – JV head coach
Varsity Winter cheerleading – head coach
Varsity Track – head coach - boys and girls
Varsity Baseball – head coach
Varsity Softball – head coach

@80%:

Asst. Varsity Football (2)
JV Football
Soccer – Program assistant
Basketball – Program assistant
Volleyball – Program assistant
Varsity Fall cheerleading – head coach
Varsity Indoor Track – head coach
JV Winter cheerleading
JV Basketball – boys and girls
Asst. Varsity Swimming – boys
Asst. Varsity Track – boys and girls
Varsity Golf – head coach
Varsity Tennis – head coach

@70%:

JV Soccer – boys and girls
JV Volleyball
Assistant Varsity Swimming – girls
JV Fall cheerleading
Varsity Baseball – assistant
Varsity Softball - assistant
Diving
Skiing
JV Baseball
JV Softball
JV Golf
JV Tennis
Indoor Track – Varsity assistant

@60%:

JV Football – assistant

JV Baseball – assistant

JV Softball – assistant

@50%:

Modified Football (2)

Modified Soccer – boys and girls

Modified Volleyball

Modified Cross County

Modified Swimming – boys and girls

Modified Cheerleading

Modified Boys' Basketball (2)

Modified Girls' Basketball (2)

Modified Wrestling

Modified Winter Cheerleading

Modified Track – boys and girls

Modified Baseball

Modified Softball

Building principals will use their judgment in determining the number of chaperones needed for school-sponsored events such as athletic contests, dances/proms, student council activities, and skating parties. A minimum of one chaperone will be hired for all home sporting events. Further chaperones for other school events will be hired at the discretion of the principal. Chaperones will not be compensated for any trips (e.g., Senior, Band, French and Spanish).

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Chaperones - per hour	17.65	18.44	19.22	20.04	20.84
Game administrators (timers and scorers): Up to per event	21	22	23	24	25

2. Stipend Clubs and Activities

High School

	04-05	05-06	06-07	07-08	08-09
Year Book Advisor(1)	2800	2927	3051	3181	3308
Drama Production Musical (1)	2325	2430	2533	2641	2747
Drama Production Conductor/Musical Director (1)	341	356	371	387	402
Drama Class Production (1)	1045	1092	1138	1187	1234
Sr. Class Magazine Director (1)	341	356	371	387	402
Chaperone Manager (1)	341	356	371	387	402
ICE Team (1)	341	356	371	387	402
Math Team (1)	341	356	371	387	402
FBLA/School Store (1)	452	473	493	514	534
FTA (1)	341	356	371	387	402
Yorkers/Historical Club(1)	341	356	371	387	402
National Art Honor Society (1)	341	356	371	387	402
Newspaper Club (1)	341	356	371	387	402
International Club (1)	341	356	371	387	402
Computer Club (1)	341	356	371	387	402
Student of the Month (1)	341	356	371	387	402
Student Council(1)	341	356	371	387	402
Ski Club Supervisor (1)	341	356	371	387	402
Commencement Coordinator (1)	392	410	427	445	463
Marching Band (1)	1496	1564	1630	1699	1767
Color Guard (1)	523	546	569	593	617
All County Band (1)	84	88	92	95	99
All State Band (1)	84	88	92	95	99
Solo Competition Band (1)	84	88	92	95	99
All County Chorus (1)	84	88	92	95	99
All State Chorus (1)	84	88	92	95	99
Solo Competition Chorus (1)	84	88	92	95	99
Out of district Band pageants, festivals and parades (per event)	105	110	114	119	124
All County Art Show (1)	84	88	92	95	99
Script D (1)	282	295	307	320	333
Fitness Room Supervisor & Maintenance (1)	341	356	371	387	402

Chess Club (1)	341	356	371	387	402
Intramurals (2)	500	523	545	568	591
Mock Trial Club (1)	341	356	371	387	402
Homecoming/Spirit Week Coordinator (1)	105	109	114	119	123
National Junior Honor Society (1)	341	356	371	387	402
National Honor Society (1)	523	546	569	593	617
Jazz Band (1)	523	546	569	593	617
Senior Class Advisor (2) includes Ball	1679	1755	1829	1907	1984
Junior Class Advisor (2) includes Prom	1679	1755	1829	1907	1984
Sophomore Class Advisor (2)	560	585	610	636	662
Freshman Class Advisor (2)	560	585	610	636	662

Middle School

	04-05	05-06	06-07	07-08	08-09
Newspaper Club (1)	341	356	371	387	402
Yearbook Advisor(1)	1402	1465	1528	1593	1656
Ski Club Supervisor (1)	341	356	371	387	402
Computer Club (1)	341	356	371	387	402
Art Club (1)	341	356	371	387	402
Foreign Language Club (1)	341	356	371	387	402
Chess Club (1)	341	356	371	387	402
Student of the Month (1)	341	356	371	387	402
Student Council (1)	452	473	493	514	534
Color Guard (1)	341	356	371	387	402
Marching Band (1)	376	393	410	427	444
All County Band (1)	84	88	92	95	99
Solo Competition Band (1)	84	88	92	95	99
All County Chorus (1)	84	88	92	95	99
Solo Competition Chorus (1)	84	88	92	95	99
Drama Club (1)	341	356	371	387	402
Intramurals (2)	523	546	569	593	617
Peer Mediation (1)	341	356	371	387	402
Math Team (1)	341	356	371	387	402
Debate Club (1)	341	356	371	387	402
Page Turners (1)	341	356	371	387	402

Jazz Band (1)	523	546	569	593	617
Fitness Room Supervisor and Maintenance (1)	261	273	285	297	309
Winter Carnival Week Coordinator (1)	105	110	115	120	125
National Junior Honor Society (1)	341	356	371	387	402

Elementary School

	04-05	05-06	06-07	07-08	08-09
Ski Club Supervisor (1)	341	356	371	387	402
Intramurals (2)	523	546	569	593	617
Student Council (1)	453	473	493	514	534
Marching Band (1)	376	393	410	427	444
Chess Club (1)	341	356	371	387	402
Page Turners (1)	341	356	371	387	402

J. HEALTH INSURANCE.

1. Effective April 1, 2005 the District will pay 90% of the premium for NMCMSDP Blue Point 2 towards the health insurance plan selected by the unit member. The unit member will pay the difference, if any, for another health insurance plan offered by the District. Members may make health insurance changes between March 1 and March 15, 2005; thereafter during the open enrollment period each year.
2. Teachers may purchase at their own expense group riders with the approval of the Board.
3. Option IV, Smile Saver dental plan shall be provided, with the District paying 50% of the premium.
4. Health insurance coverage will begin on the first day of employment.
5. Effective July 1, 1998, bargaining unit members who are eligible for District-paid health insurance will receive payments totaling \$1,000 for each full school year in which they

decline such coverage. Payment will be made in two equal installments, December and June. A unit member who has received such payment may return to a District health insurance plan during the calendar year if unforeseen circumstances warrant. In that event, the member will return to the District an amount equal to that portion of the year for which coverage is reinstated, computed at 1/12 of the \$1,000 for each month of reinstated coverage. An employee who resigned from the School District after having received a payment for declining health insurance will return to the District an amount equal to that portion of the year for which the employee is no longer eligible for coverage.

6. The District will provide a flexible spending account at the maximum amount of \$4,000.

7. Effective July 1, 1998, the District will provide only one health insurance plan to a husband and wife employed by the District.

K. PAYROLL OPTION.

1. Unit members may elect to receive their salary over a ten month (21/22) or twelve month (25/26) period. The twelve-month plan will mean a large payment in June covering the summer. Notification must be given not later than August 15 of each year and will remain in effect for the year, and all options will remain the same each successive year until notified in writing. All members not notifying the business office will be considered for the ten-month plan.

2. Unit members receiving extra-curricular pay in the sum of \$300 or more will have the option of receiving their extra-curricular pay in installments. The members electing to receive payments in one paycheck will receive payment at the end of required duties. All others will receive their compensations on the last four consecutive paydays that fall within the activity schedule.

3. The first payroll check will be paid the first school Friday in September except for unit members newly hired, members informing the District of a return from unpaid leave or members recalled after August.
4. Direct Deposit will be routed through a bank chosen by the District for deposit into a unit member's account at a bank on an agreed-upon list not to exceed twenty-five (25) banks.

L. SALARY ADMINISTRATION.

1. Deviation. The Board reserves the right to deviate up from the salary schedule in unusual cases. Such instances of unusual cases will be explained in writing to the Association President before the action is taken.
2. Graduate Study or Local In-Service Increments
 - a. Salary schedule adjustments for university or local in-service credits and degrees will be submitted by August 1, November 1 or April 1. Course work completed in midyear will be compensated for the current year, at the rate of 50% of the amount paid for each hour of graduate work. Degrees or credits submitted six months after completion will be paid from date of application only.
 - b. Effective July 1, 2004 the District will pay for approved graduate course tuition at the rate charged by SUNY Geneseo up to a maximum of 36 hours. Courses paid for by the District will not be eligible for ongoing salary credit. Since tuition reimbursement is intended to benefit the District as well as the unit member, it is expected that unit members who receive tuition reimbursement payments will remain in the employ of the District for at least one full contract year following the contract year in which they last received tuition reimbursement. If a unit member voluntarily resigns employment less than one full contract year following the contract year in which they last received

reimbursement payments, they must repay the District for one-half of the amount of the tuition reimbursement received in that contract year. This payment will be deducted from payroll. A resignation tendered as an alternative to termination is not a voluntary resignation.

- c. A teacher with a Bachelor's Degree or higher may receive study increments at the rate of fifty percent (50%) of the graduate rate for courses taken at the undergraduate level provided they comply with one of the following:
 - 1) A written justification is filed with the Board with the approval of the building administrator, Superintendent and the Board. The request must meet with the requirements as set forth in the graduate study policy.
 - 2) The course is requested by the Board through the Superintendent, and/or administrator. Approval will be returned through the same channels.
- d. All graduate credit hours beyond 72 must receive prior written approval of the Superintendent. Courses will be approved that are in the teacher's area of certification, or an area in which the teacher seeks certification or that are related to the District's needs.
- e. Teacher requests for such adjustments must be accompanied by a university or college transcript of credits or a college grade report or proof of participation in local in-service courses.
- f. Payments for graduate study will be a part of the regular salary schedule, if approved prior to August 1st.
 - 1) All claims submitted between August 1 and November 1 will be paid in the first paycheck in December.

- 2) All claims submitted between November 1 and April 1 will be paid in the first paycheck in May at the rate of 50% of the amount paid for each hour of graduate work.

3. In-Service Workshops

- a. Teacher participation outside of the work day in in-service workshops and seminars is voluntary.
- b. One hour of graduate study credit will be awarded for each 15 clock hours of accumulated personal attendance at in-service workshops and seminars (effective February 1, 2002 except those paid for by BOCES and DCSD) providing the following conditions are met:
 - 1) Prior approval by Superintendent
 - 2) If any tuition or fees are required, cost is to be borne by the teacher.
 - 3) Hours cannot be claimed for workshops or seminars that are conducted by the DCSD during the normal school day as determined by each building, or for workshops or seminars conducted by the Association at any time.
 - 4) Proof of participation must be furnished upon application for graduate credit.
 - 5) Hours are not part of the 175 hour professional development required to maintain certification.

M. PRIOR SERVICE CREDIT POLICY

1. Credit for prior teaching experience will be determined by the Board of Education upon initial employment. Their decision will be final.

2. No prior teaching experience will be granted for local substitute teaching unless it exceeds 75% of the teaching days for any given school year, or 51 percent of the teaching days for a regular substitute who has replaced a regular teacher for a major part of a school year.
3. No substitute teaching experience outside the school district may be used in recognizing prior service.

N. SERVICE INCREMENT

1. Teachers retiring by June 30, 2005 will receive a retirement incentive of \$15,000 providing they have been a New York State teacher for 20 years, the last ten (10) consecutive in Dansville. Effective July 1, 2005, teachers retiring will receive a retirement incentive of \$17,500 providing they have been a New York State teacher for 20 years, the last ten (10) consecutive in Dansville, and teachers with 30 consecutive years in Dansville will receive a retirement incentive of \$20,000. Written notice of intent to retire must be given by January 1 of the year of retirement.
2. The District will continue to provide health insurance coverage identical to coverage provided to active members. Prescription coverage is as follows:
 - a. Any member who retired prior to 2/1/97 will pay a \$2.00 drug co-pay.
 - b. Members retiring after 2/1/97 will pay a \$5/8 drug co-pay.
 - c. For all members who retire on or after July 1, 2005, health insurance coverage will be identical to coverage provided to active members until the age of 65. Upon reaching 65, the District will pay 100% of the premium for Medicare F with a \$5/15/30 prescription rider.
3. In consideration of services and in lieu of unused sick time, teachers may choose one of the following two options upon retirement:

Option a) Insurance benefits for a single coverage, paid by the school district based on the following schedule:

Over 125 accumulated days 100% for life

Over 100 accumulated days 100% for 15 years

Over 75 accumulated days 100% for 10 years

Over 50 accumulated days 100% for 5 years

0 to 49 accumulated days 50% for life

Days beyond 125 to the maximum accumulation will be compensated at twenty dollars (\$20.00) per day. Upon expiration of any 100% coverage, benefits automatically revert to 50% coverage for life.

Option b) Payment of thirty dollars (\$30.00) for each sick day accumulated by a member.

Maximum number of accumulated paid sick days will be 200 days. This payment will be made in one lump sum extra check at retirement and be included as part of a teacher's final year's salary.

O. ASSUMPTION OF ADMINISTRATIVE DUTIES

Any unit member who has assumed the duties of a building administrator for five full days during the course of the school year will on the sixth full day and thereafter receive an additional stipend of fifty dollars (\$50) per day. Full days are in the sense of the normal school day. Half days or less will not be amalgamated to form full days.

P. SCHOOL FACILITIES

Unit members may make use of school facilities, except for personal or profit-making business, after complying with any and all requirements, without cost. Members may attend

any school function without cost. Children of unit members will be eligible to attend the Dansville Central School District in grades K through 12 without cost.

ARTICLE V

LEAVES OF ABSENCE

All regular full time members on an annual salary will be entitled to an allowance for absence with pay subject to the following conditions and limitations; part time members will have a prorated allowance:

- A. **PERSONAL SICK LEAVE.** In case of personal illness, accident, or temporary disability resulting from pregnancy, making it impossible for the unit member to perform his/her regular duties, each member will be allowed fifteen (15) days credit per school year, accumulative to 200 days. Unit members will be allowed to use this annual grant of sick leave days before using any accumulated sick leave days. Any unit member who works beyond ten months will be allowed one-half (1/2) day sick leave for each two full weeks of work (ten (10) consecutive days) to a maximum of two (2) additional days. These days will be added to the unit member's accumulative sick leave up to 200 days. Any member who uses no sick or personal leave in a school year will receive \$150. This incentive will be included in the final pay check in June.
- B. **FAMILY EMERGENCY LEAVE.** In case of accident or illness in the immediate family (father, mother, spouse, child, father-in-law, mother-in-law, grandparents and anyone living in the same household) making it impossible for the unit member to report for duty, pay will be allowed to a maximum of five (5) days per school year. These days, if used, will be deducted from the 15 days personal sick leave. Additional family emergency leave days

beyond five (5) may be granted at the discretion of the Superintendent and will also be deducted from the personal sick leave.

C. BEREAVEMENT LEAVE. In case of a death in the family (father, mother, spouse, child, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and anyone living in the same household) making it impossible for the unit member to report for duty, pay will be allowed to a maximum of five (5) days per death. These days, if used, will not be deducted from the fifteen days personal sick leave, nor will they be accumulative. All days beyond five days will be deducted from the unit member's pay. However, personal leave days may be used to extend death in the family leave, when necessary, and in accordance with the provisions for personal leave. Other bereavement leaves may be granted by the Superintendent upon request by the unit member.

D. PERSONAL LEAVE. Three (3) days per year will be granted for personal leave, subject to the notification of the administrator of the building at least 24 hours in advance. For personal leave, the unit member need not specify the nature of the use of the day. Personal leave, if used, will be deducted from the fifteen (15) days personal sick leave. Except under unusual circumstances, personal leave will not be authorized on the day before or the day after any school holiday.

E. RELIGIOUS HOLIDAY. Observances not provided for in the school calendar may be requested as either business or personal leave.

F. COURT DUTY. Absence because of required attendance in court will not be deducted from accrued sick or personal leave. The unit member shall be paid the difference between the

regular salary which would have been paid and any compensation which may have been received as a result of court duty.

G. ACCIDENTS ON THE JOB.

1. A unit member who, due to an injury on the job, is eligible for workers' compensation benefit payments for wages, may opt to 1) receive directly the workers' compensation benefit payments and not utilize a paid leave of absence under Article V, Section A, or 2) utilize a paid leave of absence under Article V, Section A, and apply the workers' compensation payments to restore the paid leave time equal in value to the workers' compensation payments. This choice will be made on a form provided by the District prior to commencement of the workers' compensation payments.
2. A unit member who is assaulted while working for the District and who is acting in the discharge of their duties will be granted 30 paid sick leave days, not deducted from their accumulated sick leave. The incident will be reported in writing to the building administrator and the administrator must agree that an assault occurred. After 30 days have been used the unit member may use (1) above.

H. SPECIAL REQUESTS. Special requests may be filed for allowance of absences for emergency reasons beyond the control of the unit member. These requests will be only for absences not covered in this agreement and not extensions of policy already agreed upon. Such absence allowance will be at the discretion of the Superintendent.

I. QUARANTINE. Any unit member who is prevented from attending their employment because of a quarantine will be entitled to the full benefits of the sick leave policy, even though they are not sick.

J. PROCEDURES. The Superintendent will be authorized to keep a record of each unit member's sick leave and accumulation from year to year.

1. Unit members who are to be absent in the morning should report this not later than one (1) hour prior to the opening of school.
2. Unit members will fill out proper forms provided by the Superintendent, relative to sick leave, after each absence and file this form with the Superintendent, through the building administrator's office within 48 hours after returning to work. At the request of the Superintendent, a doctor's certificate is to be filed for an absence of 5 days or more as a result of illness.

K. UNEXCUSED ABSENCE. All absences for reasons other than those outlined above in Sections A through I will be deemed unexcused. Reductions will be made at the rate of 1/200th of the annual salary for every unexcused absence except in situations where prior notification for the above reasons is not possible.

L. TERMINATION OF EMPLOYMENT. All sick leave is canceled on the effective date of termination of employment in the school district. Unit members laid off will retain their accumulated sick leave so long as they remain on the preferred eligibility list.

M. UNPAID CHILD REARING LEAVE

1. A child rearing leave of absence without pay will be granted to a unit member as follows:
 - a. A unit member who is pregnant will be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said unit member will notify the Superintendent in writing of her desire to take such leave and, except in case of emergency as certified by her physician, will give such notice at least thirty (30) days prior to the date on which her

leave is to begin. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may work as late into her pregnancy as she desires, provided she is able to properly perform her required duties as determined by her physician.

- b. A unit member adopting a child will be entitled upon 30 days' notice to a leave with pay in accordance with current personal sick leave policy. No more than 30 days sick leave may be used for this purpose.
 - c. An expectant father or mother is entitled upon request to an unpaid leave to begin with the birth or adoption of a child and may extend this leave up to two years. Notice will be given 30 days prior to the day on which the expected leave will commence unless an emergency warrants a reduction in the 30-day notice period.
2. Any unit member who is granted a child rearing leave of absence will have the following re-employment rights:
- a. If a unit notifies the Superintendent of their desire to return to active employment within sixty (60) days after the termination of the pregnancy for any reason, the acquisition of expected custody of an infant child, or the commencement of the leave, whichever is later, and the physician concurs that they are able to perform their duties, said unit member will within thirty (30) days after receipt of the written notice, be assigned to the same position which they held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position, if possible.

- b. If a unit member notifies the Superintendent of their desire to return to active employment after the expiration of the aforesaid sixty (60) day period but within twenty-four (24) calendar months after the commencement of the leave, said unit member will within thirty (30) days be assigned to the same position which they held at the time the leave commenced or if that position is no longer in existence to a substantially equivalent position, if possible.
- c. A unit member on child rearing leave of absence will not be denied the opportunity to substitute in the school district by reason of the fact that they are on such leave of absence and provided that they be able to perform their assigned duties as determined by their physician.

N. MILITARY LEAVES OF ABSENCE.

Any unit member who is called to active duty as a member of the armed forces will receive a leave of absence with full employment rights at the termination of their military duty, as stated in the law. The District will provide health insurance on the same basis as current unit members for the duration of their active duty. All laws pertaining to military leaves of absence will be followed.

O. CONFERENCES.

- 1. Each building administrator will be responsible for requests to attend day or overnight conferences.
- 2. A limited number of unit members will be permitted to attend any conference where direct expense to the district is involved, and in high expense conferences, a more limited number of unit members will represent the district.

3. A building administrator or teacher leader may request a unit member to attend a particular one day conference with expenses paid.
4. Requests from unit members to attend conferences not related directly to their area of expertise will be permitted or not permitted to attend conferences without reimbursement at the building administrator's discretion. If the conference is permitted, compensation for days absent will be deducted from personal leave.
5. The District will, upon prior approval of the Superintendent or designee, reimburse the unit member for normal and reasonable expenses to attend the conference, including mileage at the IRS rate as of July 1 of the school year.

P. OTHER EXTENDED LEAVES OF ABSENCE.

1. Other extended leaves of absence will be subject to the following conditions:
 - a. Application will be made to a committee of 4 (2 teachers to be chosen by the Association, 1 Board member, 1 member from Administration or Board)
 - b. Leaves will be for good and sufficient reasons.
 - c. Application will be made to the committee before April 1.
 - d. The committee's report will be presented to the Board at its May meeting. The Board has the prerogative to approve or not approve the recommendations of the committee.
2. Unit members returning from leave will be entitled to all their seniority rights and privileges upon return to the system (based on prior service in the Dansville Central School District).
3. A unit member who is on leave without pay will be entitled to remain an active participant in any of the district's fringe benefit programs as embodied in this contract by contributing the total cost.

Q. SICK LEAVE BANK.

1. The Association and the District have established a Sick Leave Bank to be used for extended illness, injury or other debilitating condition which prevents the unit member from performing the essential duties of his/her position, and which, upon review by the DTA president and the Superintendent, shall be found to be acceptable. No decision reached under this review will be considered to set a precedent and no such decision will be grievable. Each unit member will be allowed, during June, to contribute an unlimited number of sick leave days from their available leave. Retiring unit members may also contribute to the Sick Leave Bank.
2. If the Association drops this program, the Association will pay back the 50 days contributed by the District. If at any time the bank falls below 300 days, each unit member will be assessed one (1) day.
3. Unit members who have an illness, injury or debilitating condition extending beyond twenty (20) consecutive school days, and who have exhausted all of their accumulated sick leave will be eligible to use days from the bank. If a unit member exhausts their accumulated sick leave days before twenty (20) consecutive school days, they will be paid retroactively upon reaching twenty (20) consecutive school days of illness, injury or debilitating condition. Unit members will be allowed to use a maximum of 186 school days from the bank, after exhausting their accumulated sick leave, for each instance of extended illness, injury or debilitating condition.

ARTICLE VI

EMPLOYMENT, PROMOTIONS, TRANSFERS, AND ADULT EDUCATION

- A. The Board of Education will make every effort to hire certified teachers.
- B. All vacancies in professional positions, except the position of Superintendent, will be filled according to the following procedures:
 - 1. Vacancies will be publicized 30 days in advance, if possible, by posting in every building's main office a dated notice describing the position. Vacancies may be publicized outside of the Dansville School System.
 - 2. If a vacancy occurs during July and August, all members whose names and addresses are furnished by the Association to the business office, will be notified of said vacancies by mail. The cost of this program will be paid by the Association.
 - 3. Unit members may apply by submitting an application in writing to the Superintendent or building administrator who will acknowledge the request in writing within five (5) days.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from its incumbent staff with the understanding that employment in the system will not be a guarantee of promotion or transfer. Vacancies will be filled at the sole discretion of the Board. The Board agrees that seniority will be considered along with competency and other relevant factors. Applicants from the incumbent staff will be notified five (5) days before the vacancy is filled. If an incumbent applicant is not appointed, the reasons will be discussed by the Superintendent with the Board in executive session prior to notification of the successful applicant. Incumbent applicants will have the right to appear at this executive session. Salaries, rates of pay, duties and responsibilities will be in accordance with this Agreement.

- D. In determining seniority for purposes of this Agreement, the seniority date for each unit member will be established as beginning with their most recent date of hire with the School District. For special class teachers, originally employed by the Dansville system, time spent under BOCES will be counted as the equivalent of Dansville service under this article. Teachers who have changed positions of differing tenure area within the school district have the right of first refusal to any opening in their previous tenure area. Notification of openings will be done through regular channels.
- E. Salaries, rates of pay, duties and responsibilities will be in accordance with this Agreement.
- F. Openings for positions as teachers of adult education or summer school programs run by the District will be posted as far in advance of the commencement of such classes as possible. Applications will be made available to teachers and will be kept by each building administrator within the time limits specified on the notice. Qualified teachers within the Dansville School System will be given priority in the filling of positions. Such vacancies will be filled on the basis of qualifications for the vacant post, as determined by the administration, provided, however, that where two or more applicants are equally qualified, seniority in the Dansville School System will control. If a teacher in the School System who applies for the job is considered qualified, they will receive the job in preference to an outside applicant. When accepted by the Program Director, an applicant automatically agrees to teach for the duration of the course, barring unforeseen circumstances.
- G. The District will offer substitute work to teachers on the recall list on a first call basis in areas in which they are qualified and in other areas where a qualified substitute is not available. If there is a vacancy for which a certified teacher cannot be found, the vacancy will be offered to teachers on the recall list.

The District will afford the opportunity to teachers on the recall list to belong to the District Health Insurance plan at the expense of the laid-off teacher. To the extent possible the District will make every effort to notify a unit member of his/her layoff by May 15.

ARTICLE VII

STUDENT DISCIPLINE AND TEACHER PROTECTION

The Dansville Central School District has created a plan in compliance with the SAVE legislation. This plan and the supporting building codes describe the procedures and processes for student discipline. The District and building codes will be shared with all unit members and outlined in a meeting to be held during September of each school year. The District code requires that the Board of Education review, on an annual basis, each code and that any changes in any or all of these codes will only be made following input from the DTA and the building teams.

ARTICLE VIII

EMPLOYEE RELATIONS

A. EVALUATION. The Dansville Central School District has created a professional development plan. This plan incorporates procedures and processes for staff and teacher evaluation. The specific procedures and processes will be shared with all members at a building meeting held during the month of September. Each member will be provided with a written copy of the procedures and the evaluation form. Should the Dansville Central School District determine that all or any part of this plan should be amended, the President of the DTA will be informed and negotiations will commence as soon as possible thereafter.

B. INTENT TO RETURN. A statement of intent to return will be sent to all teachers on or about April 15 of the current year. It will be the obligation of each teacher to signify his/her intent to return or not within fifteen (15) days of receipt of the statement. (This is not an appointment to a position).

C. DISCIPLINE AND DISCHARGE. No full-time unit member with more than three (3) years of service and without Section 3020-a protections will be discharged without just cause.

D. GRIEVANCE PROCEDURE.

1. Purpose. The establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures established under this agreement, which afford the Board and its teachers an opportunity to dispose of their differences free from coercion, interference, restraint, discrimination or fear of reprisal.

2. Definitions.

a. A grievance is defined to be:

- 1) a dispute relative to the interpretation and administration of this Agreement,
- 2) dispute relative to the interpretation and administration of an applicable Federal or State Law,
- 3) a dispute relative to the interpretation and administration of the Board of Education policy established outside of this Agreement. Teacher will mean any employee covered under the terms of the "Recognition" section of this Agreement (Article 1). Supervisor will mean the building principal responsible for the area in which the grievance has arisen. Chief Administrator will mean the Superintendent of Schools.

Grievance Committee will mean the committee designated by the Association to represent the teachers under these procedures.

3. Basic Principles.

- a. A teacher will have the right to present a grievance under these procedures free from coercion, interference, restraint, discrimination or reprisal.
- b. A teacher will have the right to be represented, or not to be represented, by the Grievance Committee of the Association.
- c. Each party will have the right to all written statements or records pertaining to the grievance.
- d. All grievance hearings will be confidential and all documents, communications and records dealing with grievance will be filed separately from the personnel files of the participants.
- e. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- f. Nothing contained herein will be construed as limiting the right of any aggrieved teacher to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted, provided that the adjustment is not in violation of the terms of this Agreement and that the Association has been given an opportunity to present its views on the grievance.
- g. Use of these procedures will not be for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

4. Time Limits.

- a. All grievances must be reduced to writing in accordance with Paragraph 5A.2 below, within twenty (20) school days of their occurrence or they will be considered waived.
- b. A grievance which is not answered within the time limits specified for the specific step of the procedure may be appealed to the next step of the procedure, provided that such appeal is made within the time limits that would have been in effect had the grievance been answered in a timely manner.
- c. A grievance will be considered settled on the basis of the last answer rendered unless appealed to the next step in these procedures within the time limits specified.

5. Procedures.

a. First Step - Supervisor

- 1) A teacher having a grievance will discuss it with his supervisor, whether directly or through his representative, with the objective of resolving the matter informally. The supervisor, after investigating the facts related to the grievance, will render his decision orally within four (4) school days of the meeting.
- 2) If the grievance is not resolved informally, it will be reduced to writing and presented to the supervisor. Within four (4) school days after the written grievance is presented to him, the supervisor will render a decision thereon in writing to the teacher with a copy to the Association's Grievance Committee representative.
- 3) If the supervisor is not involved in the grievance, the grievance may be submitted at the second stage, if mutually agreeable in writing between the supervisor and the teacher having the grievance.

b. Second Step - Chief Administrator

- 1) If the teacher and the Grievance Committee are not satisfied with the written decision at Step 1, a written appeal of said decision may be filed within five (5) school days after the issuance of the Step 1 decision. Copies of the grievance and of the decision will be submitted with this appeal.
- 2) Within four (4) school days of receipt of the appeal, the Chief Administrator will establish a time for hearing of the grievance, such hearing to take place no later than ten (10) school days after receipt of the appeal.
- 3) The Chief Administrator will render his decision within five (5) school days after the hearing. Such decision will be in writing with copies to the aggrieved teacher and Grievance Committee.

c. Third Step - Board of Education

- 1) If the teacher and the Grievance Committee are not satisfied with the decision rendered at the second step, a written request for a hearing may be filed with the Board within five (5) school days after receipt of the Chief Administrator's answer.
- 2) The Chief Administrator will submit all written documents pertaining to the grievance to the Board.
- 3) The Board will notify all parties of a time and place when a hearing will be held. Whenever possible the hearing will be within five (5) school days of receipt of the request, but in no event will it be later than the next regular Board meeting following five (5) school days after issuance of the decision at the second step of the grievance procedure.

- 4) The Board will render its decision within ten (10) school days of the hearing. Such decisions will be in writing and will be submitted to the aggrieved teacher and the Grievance Committee.
- 5) The Grievance will be considered settled on the basis of the answer provided above, except that:
 - a. It is understood that a decision by the board relative to a grievance involving the interpretation and administration of Federal or State Law may be appealed to the Commissioner of Education, if such appeal is provided under the Law;
 - b. A decision by the Board relative to a grievance involving the interpretation and administration of this Agreement may be appealed through the arbitration procedures outlined below.

d. Fourth Step - Arbitration

- 1) If the teacher and the Grievance Committee are not satisfied with the decision rendered at the third step, and provided that the grievance falls within the definition of a grievance as outlined in Section 2A-1 of this Article, a request for arbitration may be filed with the American Arbitration Association. A copy of the letter requesting such arbitration will be mailed to the Board or their designated representative. Such request for arbitration must be filed within five (5) school days of receipt of the Board's decision at the third step of this procedure. Thereafter, both parties agree to follow the rules and procedures set forth by the American Arbitration Association.
- 2) The arbitrator will hear the matter promptly and will render his decision not later than thirty (30) calendar days from the date of the close of the hearing. The hearing

will not be considered closed until the time limits established by the arbitrator for filing of briefs or supplementary statements, if any, will have passed.

- 3) The authority of the arbitrator will be limited to an interpretation of the provisions of this agreement, as they apply to the grievance before him, and he will have no authority to add to, subtract from, or alter in any way, any of the provisions of this Agreement.
- 4) The decision of the arbitrator will be final and binding upon the parties.
- 5) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

E. SAFETY COMMITTEE. The Dansville Central School District will establish a District Safety Committee. The committee will prepare, revise, and implement the District Safety Plan. Twice a year this committee will prepare a written summary for review by the Board of Education. The President of the DTA will name four (4) members to this committee, one from each building.

F. MEETINGS WITH ADMINISTRATORS.

1. Each building administrator will meet at least once a semester with an Association Committee, composed of one building representative and not more than three other Association members from the same building, to discuss "concerns of either party". A request for the meeting may be made by either the building administrator or the building representative.
2. Association representatives and representatives of the Board and administration will meet at least once a semester to discuss concerns of either party.

G. STUDENT TEACHERS.

1. No teacher training program will be implemented within the district without first being agreed to by the bargaining unit.
2. Teacher participation in teacher trainee programs will be voluntary.
3. Any teacher with less than three years' experience will not supervise an intern/student teacher or assistant.
4. Tuition waivers granted for services rendered by teachers will become the sole possession of the participating teacher and will be utilized at the teacher's discretion.
5. The performance of trainees will not reflect on the overall performance of the staff member.
6. Teacher training programs will in no way violate the terms and conditions of employment of the contractual agreement.

H. TEACHER LEADERSHIP.

1. The Dansville Central School District believes that teacher leadership can be a significant part of the effective and efficient operation of the District's educational programs.
Therefore, the District and the DTA agree to establish a structure of leadership that reflects the principles of the professional learning community.
2. Professional Learning Community leadership will be determined by a committee of teachers (two from each building) chosen by the DTA and three administrators chosen by the Superintendent. This committee, known as the Teacher Leadership Committee, will develop the job descriptions for fourteen (14) PLC Curriculum Leaders, eighteen (18) Team coordinators, and up to twelve (12) Teacher Mentors. The focus of the curriculum leaders, team coordinators, and teacher mentors will be on leadership for the school-based

planning at both building and District level. They will work with the building and District administration to assure that District goals are being met. Each leader, coordinator, and mentor will become familiar with the teacher training in-service program being sponsored by the District (Standards based Teaching). Each teacher leader will serve as a member of the CDEP committee.

3. Each teacher leader shall hold his/her position on an annual basis. Each teacher leader will be evaluated at least once during the school year and that evaluation will be considered should the teacher leader decide to reapply for his/her position. By May 15 of each year all interested parties will submit an application to his/her building administrator. These will be reviewed by the building administrators who will make recommendations to the Superintendent. The Superintendent will make his/her recommendation to the Board of Education for approval. Applicants will be informed by June 30 of each year if they have been selected, reappointed or denied appointments.
4. The parties recognize the line of authority of the building administrators and will work cooperatively to review the teacher leadership structure as needed.
5. The stipend of each curriculum leader will be \$2,000 in 04-05, \$2,100 in 05-06, \$2,185 in 06-07, \$2,280 in 07-08 and \$2,370 in 08-09, and two days release time per month. The stipend for each team coordinator will be \$1,700 in 04-05, \$1,800 in 05-06, \$1,875 in 06-07, \$1,955, in 07-08 and \$2,030 in 08-09. The stipend for each teacher mentor will be \$1,000 in 04-05, \$1,100 in 05-06, \$1,150 in 06-07, \$1,200 in 07-08 and \$1,250 in 08-09, and up to one half day release time each month.

6. As long as the Professional Learning Community appears in the DTA/Dansville Central School District collective bargaining agreement, the monies will be appropriated to support it and the positions of leader, coordinator, and mentor will be filled.
- I. SECONDARY EMPLOYMENT. Any secondary employment will not interfere with the performance of a unit member's duties for the Dansville Central School District.
- J. PHYSICAL EXAMINATIONS. A physical examination, including a chest x-ray or tuberculosis skin test (to be decided by the unit member) is required upon employment of a unit member and evidence of such examination and chest x-ray or tuberculosis skin test will be submitted to the building administrator by September 1 of the year the unit member is hired. Subsequent physical examinations will be by request of the Board of Education and will be confined to individual cases. A record will be kept by the building school nurse recording the date of the initial examination and the name of the examining physician. Any positive findings which present a health hazard to students or other staff members will be reported to the school health officer.

ARTICLE IX

ASSOCIATION RIGHTS

- A. Unit members may elect to have the Board deduct from their paycheck any or all professional dues/contributions to DTA, NYSUT, AFT, VOTE/COPE. The dues to professional organizations listed will be deducted in equal payments starting no later than the third pay check of the school year. The yearly deadline to notify the business office is 3 weeks prior to the third pay check date and will remain in effect for the entire year. This election will remain in effect each succeeding year unless written notification is received by

the business office. The District will deduct an Agency Fee. The Association agrees to indemnify and hold harmless the District from any and all claims made as a result of deductions made under this Article.

B. Requests for payroll deduction changes will be processed within thirty (30) days of receipt if possible for the listed activities through regular payroll procedure:

1. Payroll savings to a maximum of 4 at no cost to the District.
2. Retirement loans
3. United Fund
4. Tax sheltered annuities
5. DTA unit members may enroll in or leave GVTA Federal Credit Union payroll deduction at any time through regular payroll process.

C. The Association may use office and other available equipment at the discretion of the building administrator. The Association will have the right to use various school buildings for meetings, the same as other established groups as provided by the Board.

D. Copies of the collective bargaining agreement will be made using school equipment. The District and Association will share the cost of the paper.

E. The Association president and/or his/her designee will be granted six (6) days a year release time to conduct association business. The Association will pay the per diem cost of a substitute. These days will not be deducted from any personal leave time. The Association president and/or designee will also be allowed to schedule other time within the work day as needed as long as it doesn't interfere with their professional duties or the professional duties of other staff members. The Association President will be relieved of any supervisory

assignment. Equal time will be arranged if the President comes from the elementary and/or primary building.

ARTICLE X

TERM OF AGREEMENT

- A. **LENGTH OF CONTRACT.** This Agreement will remain in full force and effect from July 1, 2004 except as otherwise provided herein, through June 30, 2009; and from year to year thereafter as long as the Association continues to represent a majority of the employees in the unit, and unless terminated or notified in accordance with the procedure outlined in Article XI.
- B. **REOPENING CLAUSE.** The only items to be reopened for negotiations during the life of this Agreement will be those mutually agreed to by both parties.
- C. **COMPLIANCE TO LAW.**
1. If any provision of this Agreement or any application of the Agreement to any group of teachers will be found contrary to law, then such provision or application will not be deemed valid except to the extent permitted by law. All other provisions or applications will continue in full force and effect.
 2. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees will contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

3. Every employee organization submitting such a written agreement to its members for ratification will publish such notice, include such notice in the documents accompanying such submission and will read it aloud at any membership meeting called to consider such ratification.
4. Within sixty (60) days after the effective date of this act, a copy of this section will be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter, will upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE XI

NEGOTIATIONS SCHEDULE AND PROCEDURES

- A. Either party to this Agreement may file written notice with the other party of its desire to open collective negotiations pursuant to Article 14 of the Civil Service Law in any given school year; such notice must be filed no later than February 15. In the absence of such notice by the date designated, all terms and conditions of employment will remain in full force and effect for the subsequent school year.

- B. Upon receipt of notice by either party a mutually satisfactory date will be established for the first meeting. In no event will such first meeting be scheduled later than March 15. The schedule for subsequent meetings will be established by agreement between the negotiation committees. All such meetings will be scheduled outside of the regular school day.
- C. At the time of the first meeting each party will submit in writing a complete list and description of the issues it proposes to include in the collective negotiations, and be ready to negotiate. There will be no additions to the agenda for negotiations after the third meeting unless agreed to by both parties.
- D. Both parties agree to conduct such negotiations in good faith and in a manner which will further the objectives. They also recognize that the expenses incurred in retaining the services of advisors or consultants to the negotiating process will be borne by the party contracting for such services. Both parties further agree that, during the period of negotiations, and prior to reaching an agreement for ratification by the Board and the Association, the proceedings for the negotiations will not be released unless both parties have prior knowledge of the contents of such release.
- E. The Board agrees to make available to the Association such general public information as is necessary for the intelligent development of proposals on behalf of the employees in the negotiating unit.
- F. The Board will notify each teacher of his salary under this agreement within fifteen (15) school days of ratification of this agreement by both the Association and the Board.

As evidence of acceptance and ratification of this Agreement by the Board and the Association it has been signed this 11 day of March, 2005.

BOARD OF EDUCATION, DANSVILLE CENTRAL SCHOOL DISTRICT

by Adèle Bovard

DANSVILLE TEACHERS' ASSOCIATION

by Eileen Bhatigan